

2017 SIX FLAGS THE FLASH PASS SWEEPSTAKES

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING. IF YOU ARE A MINOR, ASK YOUR PARENT OR LEGAL GUARDIAN FOR PERMISSION AND TO HELP YOU ENTER.

- 1. ELIGIBILITY.** The "2017 Six Flags THE FLASH Pass Sweepstakes" (the "Sweepstakes") is sponsored by Six Flags Theme Parks Inc. ("Sponsor"). The Sweepstakes is open only to entrants who, as of the entry date, are legal residents of the fifty (50) United States and the District of Columbia, and are at least thirteen (13) years old. The Sweepstakes is void in all other jurisdictions and where prohibited or restricted by law. Employees, agents, representatives, officers and directors of Sponsor, and its subsidiaries, affiliates, advertising and promotional agencies, and the immediate families (defined as spouses and biological, adoptive or step-parents, legal guardians, children, siblings, or grandparents, their respective spouses and any dependent under applicable income tax law) or members of the same household (those who share the same residence, whether related or not) of each are not eligible to enter. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for viewing only within the jurisdictions where the Sweepstakes is offered and entrants must be present in the United States or the District of Columbia at the time they enter.
- 2. ENTRY PERIOD.** The Sweepstakes entry period begins at 12:00 a.m. Central Time on August 2, 2017 and ends at the earlier of 11:59 p.m. Central Time on August 17, 2017 or when all instant win prizes have been won (the "Entry Period"). Sponsor's server clock is the official timekeeper in this Sweepstakes.
- 3. HOW TO ENTER**
 - a. There are two (2) methods of entry in the Sweepstakes (online at Sixflags.com, and by mail) as described below.
 - i. **ONLINE ENTRY**
 1. **ENTER ON SIXFLAGS.COM:** To enter on SixFlags.com, visit any one of the following web pages and complete and submit the registration form during the Entry Period:
www.sixflags.com/overtexas/store/flash-pass-giveaway
www.sixflags.com/overgeorgia/store/flash-pass-giveaway
www.sixflags.com/stlouis/store/flash-pass-giveaway
www.sixflags.com/greatadventure/store/flash-pass-giveaway
www.sixflags.com/magicmountain/store/flash-pass-giveaway
www.sixflags.com/greatamerica/store/flash-pass-giveaway
www.sixflags.com/fiestatexas/store/flash-pass-giveaway
www.sixflags.com/america/store/flash-pass-giveaway
www.sixflags.com/discoverykingdom/store/flash-pass-giveaway
www.sixflags.com/newengland/store/flash-pass-giveaway
www.sixflags.com/greatescape/store/flash-pass-giveaway
 2. Each of the URLs above provide entry to the SAME contest. Entering the contest from multiple URLs will not improve your odds of winning.
 3. Upon submission, you will automatically receive one (1) entry into the Sweepstakes and advance to the instant win display page. Once you submit the form, an instant win results page will be instantly displayed.

4. LIMIT: Each entrant may enter the Sweepstakes online no more than once per hour during the Entry Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods **will void that entrant's entries and that entrant may be disqualified**. Use of any automated system to participate in prohibited and will result in disqualification.
 5. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. All entries will be deemed to have been made by the authorized account holder of the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification.
 6. Entering the contest automatically registers each contestant for the Six Flags Newsletter Mailing List if they are not already registered. Mailing list registration is free. Participants who agree to participate, but are unable or do not wish to sign up for the Six Flags newsletter, for any reason, may still enter this Sweepstakes by submitting an entry by mail as provided below.
 - ii. MAIL-IN METHOD OF ENTRY (NO PURCHASE NECESSARY): During the Entry Period, hand print or type your full name, complete home address, day and evening phone numbers, email address (if any), and age (including year of birth) on a 3" x 5" piece of paper and send it by United States mail in a sealed envelope no larger than 9 1/2" x 4 1/4" (a #10 envelope) with correct postage to "Six Flags Survey Participation Sweepstakes — Entry; c/o Six Flags Theme Parks Inc., Attn: Online Sweepstakes Department; 924 Avenue J East, Grand Prairie, TX 75050." All mail-in entries must be received by Sponsor during the Entry Period. No facsimiles, photocopied or mechanically reproduced entries allowed. Use of any automated system to submit entries is prohibited and will result in disqualification.
- b. FOR ALL ENTRIES: All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of online entry submission or mail in entry submission will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. Sponsor reserves the right to conduct a background check on any or all entrants, and Sponsor reserves the right in its sole discretion to disqualify any individual based on such background check if Sponsor determines in its sole discretion that awarding a prize to any such individual might reflect negatively on Sponsor. Entrants (and each minor entrant's parent or legal guardian) will cooperate with Sponsor and its representatives in connection with any and all verification and background check activities. Duplicate entries will be voided. LIMIT: One prize per participant, household and/or family.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Sweepstakes, each entrant (and each minor entrant's parent or legal guardian) irrevocably, fully and unconditionally agrees to be bound by and accepts these Official Rules, and any other documents, instruments, releases and agreements required under these Official Rules, and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of winners, and the awarding of the prizes), which are final and binding in all respects. By participating, each entrant (and each minor entrant's parent or legal guardian) waives any right to claim ambiguity in these Official Rules and or any other Sweepstakes-related advertising or materials.

5. WINNING; NOTIFICATION; ODDS.

- a. Eighty (80) random, computer generated winning times, one for each prize listed below, have been generated during the Entry Period. If you are the first person to enter at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated.
- b. During the Entry Period, a potential winner of an instant win prize will receive an onscreen message that the participant is a potential instant winner and invite the participant to redeem the participant's instant win prize. Instant win prizes may be won only during the Entry Period. Potential winners will be provided directions for validation and prize redemption.
- c. Each potential winner must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential winner (and if applicable, the selected entrant's parent or legal guardian) will be required to complete Affidavit of Eligibility, Liability Release, and Publicity Release (except where prohibited by law) (an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim his/her prize. **If an entrant is a minor in his/her state of primary residence, the Affidavit/Release must also be executed by the entrant's parent or legal guardian, on behalf of the minor and on behalf of the parent or legal guardian.** The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release or such potential winner may be disqualified.
- d. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE UNLESS AND UNTIL THE ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.
- e. To redeem an instant win prize, a potential winner must follow the on screen instructions to complete the redemption process. A participant who has potentially won an instant win prize must complete the Affidavit/Release form no later than two weeks following their online instant selection. In the event a participant does not timely and properly redeem the participant's instant win prize, or the participant or the participant's potentially winning play is disqualified for any reason, the participant will forfeit the instant win prize; in the event of prize forfeiture, no consideration will be given to the forfeiting participant. In the event of any forfeiture during the Entry Period, Sponsor, at its discretion, may make the instant win prize available again in for redemption by another participant who enters the Sweepstakes in accordance with these Official Rules.

- f. No more than the stated number of instant win prizes as set forth in these Official Rules will be awarded in the Sweepstakes. If by reason of printing, mechanical, technical, human or other error, more than eighty (80) participants make a claim for redemption of an instant win prize, instant win prizes will be deemed to have been redeemed by the first eighty (80) eligible participants that were the first to properly redeem the instant win prize, as determined by Sponsor in its sole discretion, and no other participant may redeem an instant win prize, regardless of whether the Sweepstakes has notified such participant that he or she may have won or properly redeemed such prize. In such event, no substitute prize or consideration will be given to such participant.
- g. The odds of winning an instant win prize depend on the number of eligible participants in the Sweepstakes.

6. PRIZES.

- a. Subject to these Official Rules, a total of eighty (80) instant win prizes will be awarded during the Sweepstakes at randomly selected dates and times which have already been determined and stored in our system. An instant win prize consists of and is limited to one (1) two-person THE FLASH Pass ("THE FLASH Pass") valid at the Six Flags park from whose web page the prize is won. Each THE Flash Pass must be used during the 2017 park season for the applicable Six Flags theme park. The ARV of each instant win prize is \$59.99 and the ARV of all prizes in this Sweepstakes is \$4,799.
 - b. All prizes in the Sweepstakes are nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. All prizes must be accepted as awarded. Prizes are awarded "AS IS" with no warranty, representation or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No cash or other substitution may be made, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize (or component thereof, including cash) of equal or greater value if a prize is not available for any reason as determined by Sponsor in its sole discretion. Prize winners and guest(s) must comply with all theme park rules and regulations. Each winner (or, if winner is a minor in his/her state of primary residence, then winner's parent or legal guardian) is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. Entrants (and each minor entrant's parent or legal guardian) waive the right to assert as a cost of winning a prize any and all costs of verification and redemption to redeem or use any prize in the Sweepstakes.
- 7. PUBLICITY.** Except where prohibited by law, participation in the Sweepstakes constitutes each winner's (and each minor entrant's parent or legal guardian) consent for Sponsor and its designees to record and photograph each winner at any prize activity and to use winner's name, biography, likeness, voice, photograph, opinion, statement, hometown, state and any recording or film of winner for promotional purposes in any manner or media (including, without limitation, on the Internet), worldwide, in perpetuity, and without further notice, review, payment, consideration or consent.
- 8. GENERAL CONDITIONS.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness,

integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right in its sole discretion (but do not have any obligation) to award the applicable prize to a potential winner from among eligible, non-suspect entries received up to the time of the suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

- 9. RELEASE.** By entering, each entrant (and each minor entrant's parent or legal guardian) forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries, affiliates, agents (including advertising and promotion agencies), Facebook, and all of the respective employees, officers, directors, shareholders and agents of the foregoing from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes and/or entrant's award, receipt or use of any prize awarded in the Sweepstakes.
- 10. LIMITATIONS OF LIABILITY.** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website, wireless service, or other service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's website by a hypertext link.
- 11. DISPUTES.** Entrant (and each minor entrant's parent or legal guardian) agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in New York, New York; entrant (and each minor entrant's parent or legal guardian) submits to sole and exclusive personal jurisdiction to said courts in the State of New York for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant (or each minor entrant's parent or legal guardian) be permitted to obtain awards for and entrant (and each minor entrant's parent or legal guardian) hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law

rules of provisions (whether of the State of New York, United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

- 12. DATA COLLECTION.** Sponsor collects personal information from participants when they enter the Sweepstakes. As applicable, the information collected is subject to the Privacy Policy of Sponsor located at <http://feedback.sixflags.com/privacy>. Your personal information will be used to subscribe you to the Six Flags newsletter, administration of the Sweepstakes and prize fulfillment.
- 13. OFFICIAL RULES.** These Official Rules are available at feedback.sixflags.com or by sending a self-addressed postage-stamped envelope to "Survey Participation Sweepstakes — Rules Request," Six Flags Entertainment Corporation, Attn: RD; 924 Avenue J East, Grand Prairie, TX 75050. Residents of Vermont need not affix return postage.
- 14. WINNERS' LIST.** For a winner list, visit <https://sixflags.com/winners>. The winner list will be posted after winner confirmation is complete.
- 15. SPONSOR.** The Sponsor of the Sweepstakes and the addresses at which the Sponsor may be contacted is: Six Flags Theme Parks Inc., 924 Avenue J East, Grand Prairie, TX 75050.